

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Public

CRSUSY
6/09/2009
10:24:04

WHEN RECORDED MAIL TO:

Robert Rivas, Senior Board Clerk

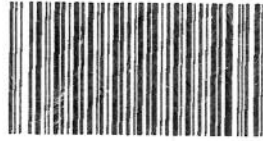
Office of the Clerk to the Board

168 W. Alisal Street, 1st Floor

Salinas, CA 93901

DOCUMENT: **2009035680**

Titles: 1/ Pages: 27



Fees . . .

Taxes . . .

Other . . .

AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

**Covenant to restrict use of
Property Environmental Restriction**

05/05/09 No. 33

RECORDING REQUESTED BY:

Director of Housing and Redevelopment
Monterey County Resource Management Agency
Office of Housing & Redevelopment
168 W. Alisal Street
Salinas, California 93901

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
ATTN: Anthony J. Landis, P.E.
Office of Military Facilities
Sacramento, California 95826

(Space Above This Line For Recorder's Use Only)

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

County of Monterey

**Landfill adjacent Parcels at Former Fort Ord Army Base:
Redevelopment Agency of the County of Monterey Parcels E8a.1.2, E8a.1.3, and
E8a.1.5,
And Portions of Parcels E8a.1.4 and E8a.1.1.2**

This Covenant, and Agreement ("Covenant") is made by and among Redevelopment Agency of the County of Monterey "County" (also referred to herein as the "Covenantor"), the current owner of approximately 128 acres located adjacent to the Fort Ord Operable Unit (OU) 2 Landfills at the former Fort Ord ("Landfills") herein described real property located in the County of Monterey, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") and the State of California acting by and through the Department of Toxic Substances Control ("Department").

The Property has transferred to the County pursuant to the requirements of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" 42 USCA Section 9601 et seq.), Section 120(h). All of the Fort Ord facility is subject to the requirements of CERCLA.

Pursuant to California Civil Code Section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the potential presence of hazardous materials, as defined in the Health and Safety Code (H&SC) Section 25260(d).

The Covenantor and the Department, collectively referred to as the "Parties" hereby agree that the use of the Property will be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, which includes Parcels E8a.1.2, E8a.1.3 and E8a.1.5 in their entirety, and portions of Parcels E8a.1.4 and E8a.1.1.2, is located within the 1000' landfill buffer zone, and totals approximately 128 acres and is more particularly described in Exhibit "A". The Property is located approximately 2.1 miles east of State Highway 1 between Imjin Parkway and Intergarrison Road on the former Fort Ord, California.

1.02 A portion of the Property is within 1000 feet of the boundary of the Landfills disposal area (Exhibit B). The remedy selected by United States Environmental Protection Agency and the Army in the OU 2, Fort Ord Landfills Record of Decision (ROD) dated July 15, 1994, included placement of an engineered cover system over buried refuse at the Landfill, which was completed in December 2002. The ROD also required methane and landfill gas (LFG) to be controlled and treated.

1.03 California Integrated Waste Management Board (CIWMB) regulations (Title 27 California Code of Regulations [CCR]), require that methane concentrations do not exceed the lower explosive limit (LEL) of five percent at the landfill boundary. In addition, trace gases must be controlled to prevent adverse acute and chronic exposure to toxic and/or carcinogenic compounds. LFG generated from the Landfills also contains several Volatile Organic Compounds (VOCs). The VOCs most frequently detected include vinyl chloride, benzene, and Freon -11, Freon-12, Freon-113 and Freon-114.

1.04 Pursuant to the ROD, the Army evaluates methane levels and trace gases in soil adjacent to the Landfills with permanent monitoring probes installed within the Landfills and around the Landfills perimeter. The permanent monitoring probes were installed at a spacing of 1,000 feet or less. Some of these probes are on Parcels E8a.1.3 and E8a.1.2. Quarterly monitoring results from these probes show that methane concentrations are below the five percent standard in probes used to assure compliance. Selected perimeter probes are also monitored annually for VOCs, although concentrations are consistently below human health protective levels. It is expected that the concentrations of LFG will decline in the future as the waste ages and the rate of biological degradation decreases. The Army will continue to monitor landfill gases pursuant to the OU 2 Landfill Operation and Maintenance Plan, dated April 2007.

1.05 The Army also conducted ambient air monitoring in 2000, 2001, 2002, and 2003 for VOCs. Based on the results of a Human Health Risk Assessment using these monitoring data, it was determined that no further corrective action was necessary to address risks or hazards from VOCs potentially emanating from the Former Fort Ord Landfills. USEPA and The Department concurred with these findings.

1.06 Pursuant to the ROD, the Army has implemented a LFG extraction and treatment system along the perimeter and interior of Landfills Area F. This LFG system has reduced and maintained methane concentrations along the fence line adjacent to the eastern side of the landfill to less than the five percent standard.

1.07 To decrease the potential for LFG migration to surrounding property, a buffer zone was added extending 100 feet beyond the perimeter fencing. Future landowners were referred to Title 27, Section 21190 CCR, which extends the area of concern for LFG migration to 1000 feet and identifies protective measures for structures built on or within 1,000 feet of a landfill in the Finding of Suitability to Transfer Track 0 Plug-In C, Track 1 and Track 1 Plug-In Parcels (FOST 9) dated August 15, 2005.

1.08 Methane is not toxic, but it is an immediate health hazard because it is ignitable. Methane is highly flammable and may form explosive mixtures with air. Methane is violently reactive with oxidizers, halogens, and some halogen-containing compounds. Methane is also an asphyxiant and may displace oxygen in an enclosed space. Asphyxia may result if the oxygen concentration is reduced to below 18 percent by displacement. The concentrations at which flammable or explosive mixtures form are much lower than the concentration at which asphyxiation risk is significant. When structures are built on or near landfills, methane off-gas can penetrate the buildings' interiors and expose occupants to significant levels of methane. Some buildings have specially engineered recovery systems below their basements, to actively capture such fugitive off-gas and vent it away from the building.

1.09. The Landfills are like most other landfills in that they typically generate methane. The Landfills are capped with impermeable material and so the methane is forced out to the perimeter of the landfill. There is a potential for LFG to migrate to any structures, including buildings, subsurface vaults, utilities and any other area where potential of gas buildup would be of concern located within 1000 feet of a landfill and become an explosive hazard. The intent of Title 27, California Code of regulations is to protect human health and safety and to that end, a 1000 foot boundary from the disposal is generally considered a zone of concern and subject to potential migration of methane. Methane is considered hazardous - and poses a particularly high risk if it should enter confined spaces - e.g. buildings.

1.10 The Department finds this Property is potentially classified as "border zone property" pursuant to H &SC Section 25221 and 25222.1 because the Property is located in close proximity to the Landfills. In reviewing and signing the ROD and in reviewing the subsequent LFG monitoring data, the Department has determined that the Property does not need to be classified as "border zone property" subject to the restrictions contained in this document."

ARTICLE II

DEFINITIONS

2.01 Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 Local Enforcement Agency (LEA). "LEA" means the Toxic and Solid Waste Division of Environmental Health, Health Department, County of Monterey, and includes any successor agencies, if any.

2.04 Covenantor. "Covenantor" means the Fort Ord Reuse Authority (FORA)

2.05 Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.06 Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and relevant portions shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC Sections 25222.1 and 25355.5(a)(1)(c) and Civil Code Section 1471; (b) inures to the benefit of the Department and passes with each and every relevant portion of Property; (c) is for the benefit of and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to H&SC Sections 25222.1 and 25355.5(a)(1)(c) and Civil Code Section 1471, this Covenant binds all Owners and Occupants of the Property, their heirs, successors, assignees, agents, employees, and lessees. Pursuant to Civil Code Section 1471(b), all successive owners and occupants of the Property are expressly bound hereby for the benefit of the Department.

3.03 Accompaniment to Deeds and Leases. This Covenant shall accompany all deeds and leases, for any portion of the Property.

3.04 Conveyance of Property. The Owner shall notify the Department, not later than thirty (30) days after executing any document conveying any ownership interest in the

Property (excluding short-term rentals and leases, mortgages, liens, and other non-possessory encumbrances). The Department, by reason of this Covenant, shall not have the authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.05. Costs of Administering this Covenant. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to CCR, Title 22, Section 67391.1.1(h), the Department's costs associated with the administration of this Covenant must be paid. The Department has entered into a Memorandum of Agreement (MOA) with FOR A, the County of Monterey, the City of Del Rey Oaks, the City of Marina, the City of Monterey and the City of Seaside ("Jurisdictions") to pay the Department's costs associated with the Covenants at the former Fort Ord. The MOA provides that the Department's costs associated with administering this and other Covenants will be paid by FORA and the County thereafter. Cost Recovery may also be pursued by the Department under CERCLA, H&SC Section 25360, or any other applicable state or federal statute or common law. The Department will invoice the County for the Department's costs on a quarterly basis.

ARTICLE IV

RESTRICTIONS

4.01 Prohibited Activities. The Owner is prohibited from using this portion of the property to construct homes, schools, day care facilities, and hospitals.

4.02 Prior to any construction on the Property, blueprints and other documentation demonstrating compliance with the following requirements of CCR, Title 27, Section 21190(g), or in accordance with an equivalent design which will prevent gas migration into the building, shall be submitted to, and approved by, the LEA, with notice to the Department:

- (a) a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade;
- (b) a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab;
- (c) a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer;
- (d) perforated venting pipes shall be installed within the permeable layer and shall be designed to operate without clogging;

- (e) the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system;
- (f) automatic methane gas sensors shall be installed within the permeable gas layer and inside the building to trigger an audible alarm when methane gas concentrations are detected;
- (g) periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with an approved monitoring plan; and
- (h) the concentration of methane gas must not exceed 1.25 percent by volume in air within the structure.

4.03 Access. The Department, LEA and Covenantor, its contractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department, LEA and the Covenantor in order to protect the public health and safety or the environment and oversee any required activities.

ARTICLE V

ENFORCEMENT

5.01 Implementation. Owner shall submit an annual report detailing an annual inspection, and check of county and city records. The submission of an annual report as outlined in the *Memorandum of Agreement between the Fort Ord Reuse Authority, Monterey County and the Cities of Seaside, Monterey, Del Rey Oaks, Marina, Department of Toxics Substances Control Concerning Environmental Restrictions at Portions of the Former Fort Ord, Monterey County, California, dated February 27, 2008* shall satisfy this requirement.

5.02 Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments constructed or placed upon any portion of the Property in violation of the Restrictions). Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI

VARIANCE, TERMINATION AND TERM

6.01 Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such

application shall be made in accordance with H&SC Section 25233. Any variance request from the requirements of Section 4.02 shall include a technical report evaluating the site conditions and providing the technical reasons that the requirements are not needed.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC Section 25234.

6.03 Term. Unless ended in accordance with the termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 State of California References. All references to the State of California and the Department include successor agencies/departments or other successor entity (ies) and delegated agencies.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Monterey within ten (10) days of the Covenantor's receipt of a fully executed original and prior to transfer of the Property from the Army to another owner.

7.04 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:	Director of Housing and Redevelopment Monterey County Resource Management Agency Office of Housing & Redevelopment 168 W. Alisal Street, 3 rd Floor Salinas, California 93901
----------------	--

To Department: Supervising Hazardous Substances Engineer II
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
Sacramento Office
8800 Cal Center Drive
Sacramento, California 95826

To LEA: Director
Division of Environmental Health
Monterey County Health Department
270 Natividad Road
Salinas, California 93901

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

7.09 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY Has caused these presents to be executed on this 5th day of May, 2009.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

Louis R. Calcagno
Chair, Board of Directors
Louis R. Calcagno

ACKNOWLEDGMENT

State of California

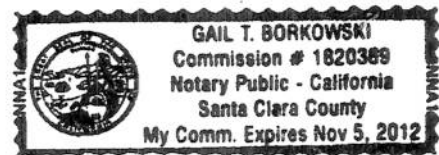
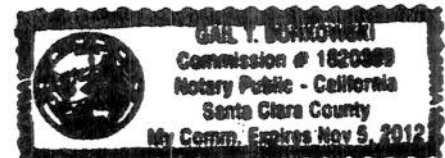
County of Monterey

On June 1, 2009, before me, Gail T. Borkowski ^{Notary Public}, personally appeared Louis R. Calcagno, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gail T. Borkowski
Signature of Notary



NOTARY SEAL
GOVERNMENT CODE SECTION 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Gail T. Borkowski

Commission Number # 1820389


Date of Commission Expires November 5, 2012

Place of Execution Salinas, CA Date 6-1-09

Signed Gail T. Borkowski

IN WITNESS WHEREOF, the DEPARTMENT OF TOXIC SUBSTANCES CONTROL,
STATE OF CALIFORNIA, has caused these presents to be executed on this 4th day
of June, 2009.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL


Anthony J. Landis
Chief of Operations

ACKNOWLEDGMENT

State of California
County of Sacramento

On June 4, 2009, before me, Kathleen C. Dunne, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within (attached) instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathleen C. Duncan
Signature of Notary

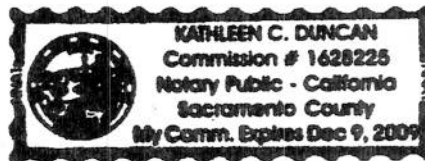


EXHIBIT A

Exhibit "A"
Legal Description
Portion of E8a.1.4

Certain real property situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of Parcel 4 as shown on the map filed in Volume 27 of Surveys at Page 17, Official Records of said County, particularly described as follows:

All of that land lying northerly and easterly of the following described line:

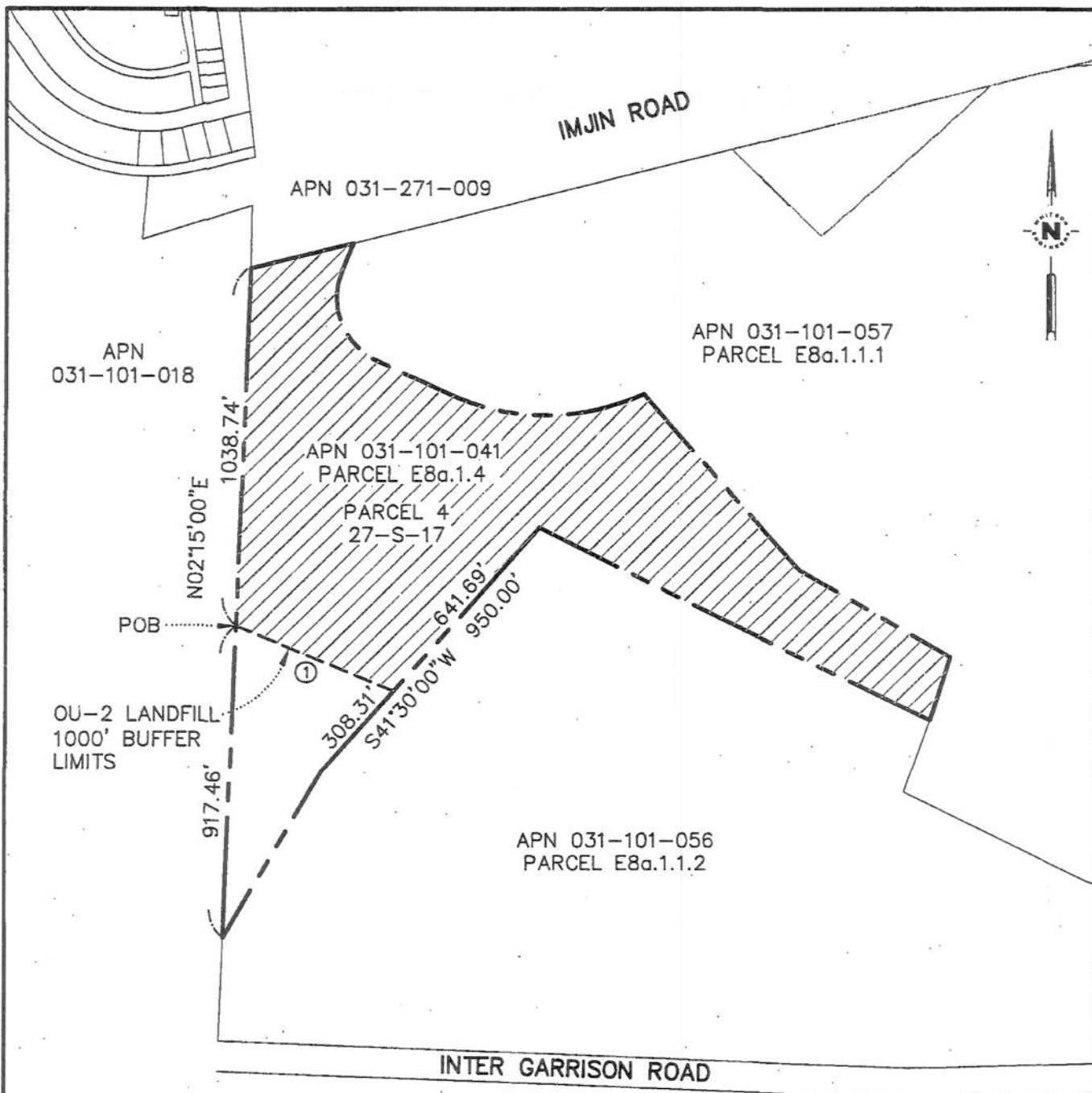
Beginning at a point on the westerly line of said Parcel 4, from which point the most northwesterly corner of said Parcel 4 bears North 2° 15' 00" East, 1,038.74 feet distant; thence

- 1) South 66° 54' 34" East, 492.23 feet more or less to a point on the southeasterly line of said Parcel 4, said southeasterly line labeled as S 41° 30' 00" W, 950.00 feet on said map, from which point the southerly terminus of said southeasterly line bears South 41° 30' 00" West, 308.31 feet.

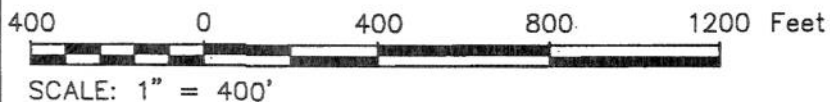
END OF DESCRIPTION

Prepared by:
Whitson Engineers





DEPARTMENT TOXIC SUBSTANCES CONTROL
LAND USE COVENANT AREA



LINE	BEARING	LENGTH
(1)	S66°54'34"E	492.23'



ATTACHMENT TO EXHIBIT A

MONTEREY

CALIFORNIA

PARCEL E8a.1.4 - DTSC LUC

DRAWING PATH: T:\Monterey Projects\1968\1968 - OU2 Buffer.dwg

DATE: JAN 20, 2009

SHEET

SCALE: 1" = 400'

DRAWN: KP

CHECKED: RPW

PROJECT No.: 1968.03

1

OF 1

Exhibit "A"
Legal Description
Portion of E8a.1.1.2

Certain real property situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of the land described in the deed recorded July 26, 2007 as Document Number 2007058699, Official Records of said County, particularly described as follows:

All of that land lying northerly of the following described line:

Beginning at a point on the westerly line of said land as described in said deed, said line being course numbered 3 in said deed, from which point the northeasterly terminus of said course numbered 3 bears North 41° 30' 22" East, 641.39 feet; thence

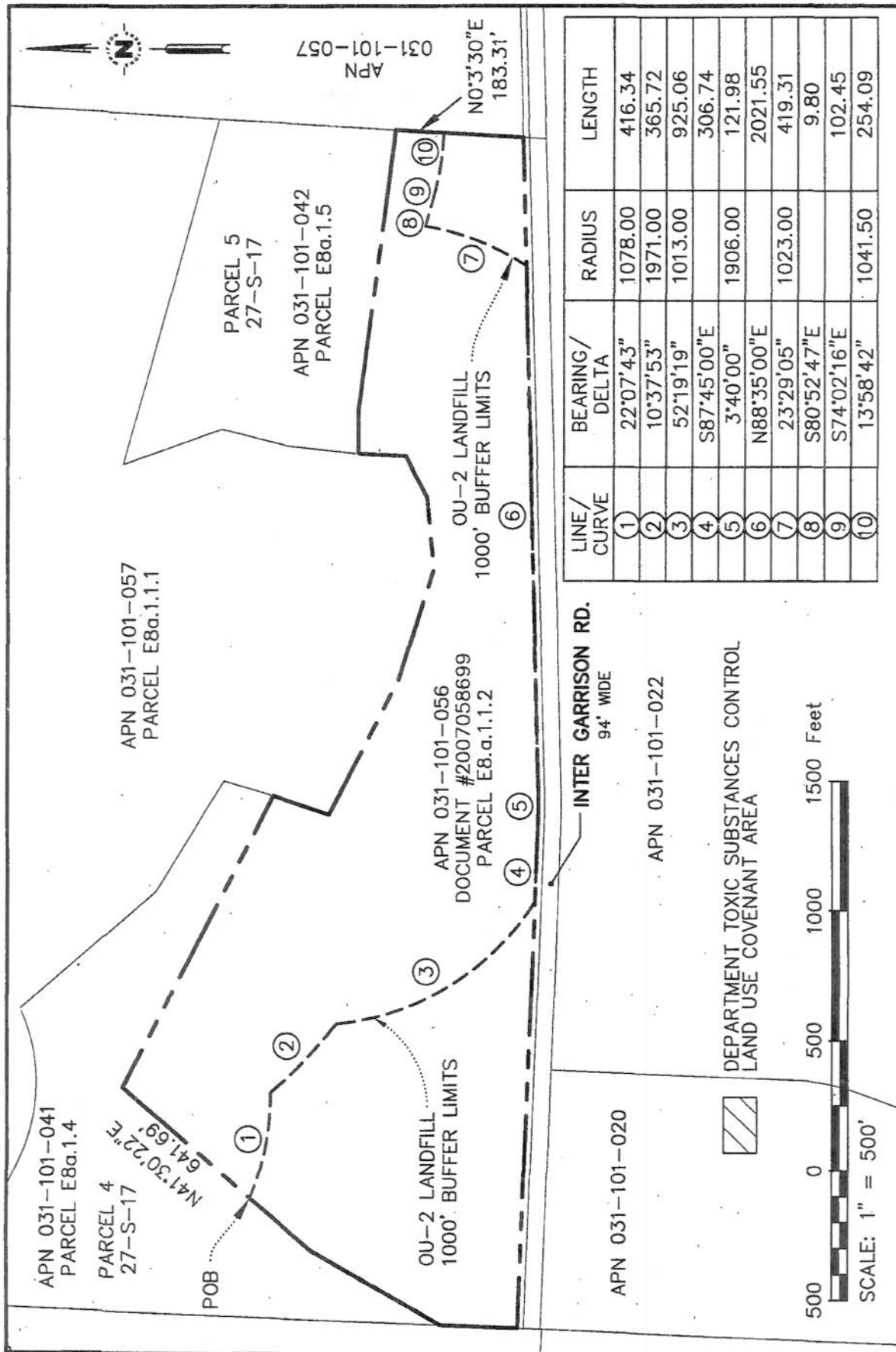
- 1) Along the arc of a curve to the left, the center of which bears North 21° 49' 20" East, 1078.00 feet distant, through a central angle of 22° 07' 43", for an arc distance of 416.34 feet; thence
- 2) Along the arc of a non-tangential curve to the left, the center of which bears North 48° 14' 16" East, 1971.00 feet distant, through a central angle of 10° 37' 53", for an arc distance of 365.72 feet; thence
- 3) Along the arc of a non-tangential curve to the left, the center of which bears North 84° 37' 25" East, 1013.00 feet distant, through a central angle of 52° 19' 19", for an arc distance of 925.06 feet, more or less to a point on the southerly line of said land described in said deed; thence along said southerly line
- 4) South 87° 45' 00" East, 306.74 feet; thence tangentially
- 5) Along the arc of a tangent curve to the left, the center of which bears North 2° 15' 00" East, 1906.00 feet distant, through a central angle of 3° 40' 00", for an arc distance of 121.98 feet; thence tangentially
- 6) North 88° 35' 00" East, 2021.55 feet; thence departing said southerly line
- 7) Along the arc of a non-tangential curve to the left, the center of which bears North 56° 53' 02" West, 1023.00 feet distant, through a central angle of 23° 29' 05", for an arc distance of 419.31 feet; thence
- 8) South 80° 52' 47" East, 9.80 feet; thence
- 9) South 74° 02' 16" East, 102.45 feet; thence
- 10) Along the arc of a non-tangential curve to the left, the center of which bears North 16° 03' 11" East, 1041.50 feet distant, through a central angle of 13° 58' 42", for an arc distance of 254.09 feet, more or less to a point on the easterly line of said land as described in said

deed, said line being course numbered 13 in said deed, from which point the northerly terminus of said line bears North 3° 30' 00" East, 183.31 feet distant.

END OF DESCRIPTION

Prepared by:
Whitson Engineers





ATTACHMENT TO EXHIBIT A

MONTEREY

PARCEL E8a.1.1.2 - DTSC LUC

DRAWING PATH: T:\Monterey Projects\1968\1968 - OU2 Buffer.dwg

9695 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940

WHITSON ENGINEERS

DATE: JAN 20, 2009

SCALE: 1" = 500'

DRAWN: KP

CHECKED: RPW

PROJECT No.: 1968.03

WWW.WHITSONENGINEERS.COM

WE

SHEET

1

OF 1

Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 3 (E8a.1.3)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 3 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel 3, being a point on the southerly line of the 340' right-of-way of Imjim Road as shown on said map, thence along the boundary of said Parcel 3 the following three (3) courses and distances:

- 1) North 76°00'00" East, 759.27 feet; thence
- 2) South 47°45'00" West, 650.00 feet; thence
- 3) North 45°15'00" West, 359.87 feet to the **POINT OF BEGINNING**.

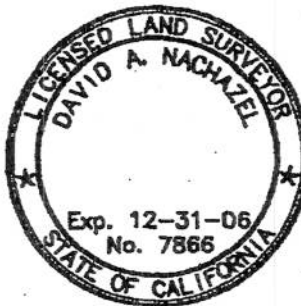
Containing 116 800 square feet or 2.681 acres, more or less.

Dated: November 20, 2003

Bestor Engineers, Inc.



David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006



L:\6336\docs\Parcel 3 Legal.doc

Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 4 (E8a.1.4)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 4 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most northwesterly corner of said Parcel 4, being a point on the southerly line of the 340' right-of-way of Imjim Road as shown on said map, thence along the boundary of said Parcel 4 the following thirteen (13) courses and distances:

- 1) North 76°00'00" East, 301.88 feet; thence
- 2) South 21°15'00" West, 93.00 feet to the beginning of a circular curve to the left having a radius of 200.00 feet; thence
- 3) curving southerly along the arc through a central angle of 86°30'00"; a distance of 301.94 feet; thence
- 4) South 65°15'00" East, 221.00 feet to the beginning of a circular curve to the left having a radius of 700.00 feet; thence
- 5) curving easterly along the arc through a central angle of 47°45'00"; a distance of 583.38 feet; thence
- 6) North 67°00'00" East, 12.00 feet; thence
- 7) South 41°30'00" East, 680.00 feet; thence
- 8) South 59°00'00" East, 500.00 feet; thence
- 9) South 17°00'00" West, 195.00 feet; thence
- 10) North 63°15'00" West, 1,260.00 feet; thence
- 11) South 41°30'00" West, 950.00 feet; thence
- 12) South 30°00'00" West, 569.00 feet; thence

13) North 02°15'00" East, 1,956.20 feet to the POINT OF BEGINNING.

Containing 30.32 acres, more or less.

Dated: November 20, 2003

Bestor Engineers, Inc.

David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006



Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 5 (E8a.1.5)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 5 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel 5 as shown on said map, thence along the boundary of said Parcel 5 the following seven (7) courses and distances:

- 1) South 74°45'00" East, 1,375.00 feet; thence
- 2) South 03°30'00" West, 672.71 feet; thence
- 3) North 82°00'00" West, 1,105.41 feet; thence
- 4) South 86°30'00" West, 150.00 feet; thence
- 5) North 06°30'00" East, 277.00 feet; thence
- 6) North 14°30'00" East, 250.00 feet; thence
- 7) North 20°00'00" West, 395.00 feet to the **POINT OF BEGINNING**.

Containing or 21.54 acres, more or less.

Dated: November 20, 2003

Bestor Engineers, Inc.



David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006



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Exhibit "A"
Monterey County Environmental Resource Policy
PARCEL 2 (E8a.1.2)

That certain real property situate the Fort Ord Military Reservation, Rancho Noche Buena, Monterey County, California, particularly described as follows

Parcel 2 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the office of the county recorder of said county, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel 2, being a point on the southerly line of the 340' right-of-way of Imjim Road as shown on said map, thence along the boundary of said Parcel 2 the following fifteen (15) courses and distances:

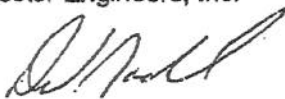
- 1) North 76°00'00" East, 1,377.55 feet; thence
- 2) North 03°30'00" East, 55.27 feet; thence
- 3) North 76°00'00" East, 171.50 feet to the beginning of a tangent curve to the left having a radius of 1,615.29 feet; thence
- 4) curving easterly along said curve through a central angle of 15°00'00"; a distance of 422.88 feet; thence
- 5) North 61°00'00" East, 25.80 feet; thence
- 6) South 33°30'00" East, 176.23 feet to the beginning of a circular curve to the left having a radius of 850.00 feet; thence
- 7) curving southeasterly along the arc through a central angle of 23°30'00"; a distance of 348.63 feet; thence
- 8) South 57°00'00" East, 121.99 feet; thence
- 9) South 03°30'00" West, 501.67 feet; thence
- 10) North 63°15'00" West, 461.21 feet; thence
- 11) North 57°00'00" West, 264.00 feet; thence
- 12) South 86°00'00" West, 310.00 feet; thence
- 13) South 68°45'00" West, 285.00 feet; thence
- 14) South 79°00'00" West, 534.00 feet to the beginning of a non tangent curve to the left, from which a radial line bears South 56°45'00" West, a distance of 560.00 feet; thence

15) westerly along said arc, through a central angle of $70^{\circ}45'00''$, a distance of 691.50 feet to the POINT OF BEGINNING.

Containing 21.215 acres, more or less.

Dated: November 20, 2003

Bestor Engineers, Inc.



David Nachazel
Licensed Land Surveyor #7866
State of California
Expires: 31 December 2006



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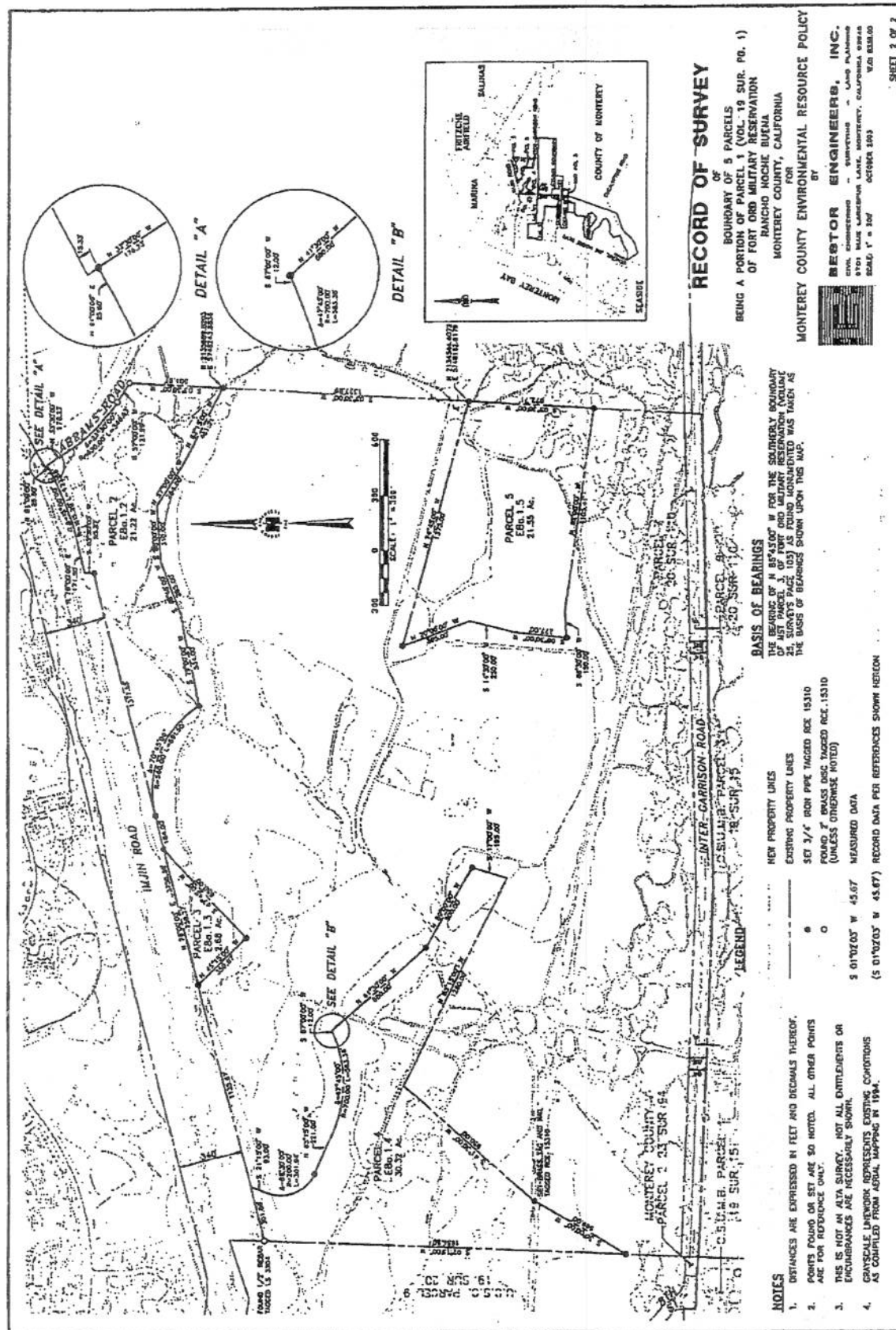
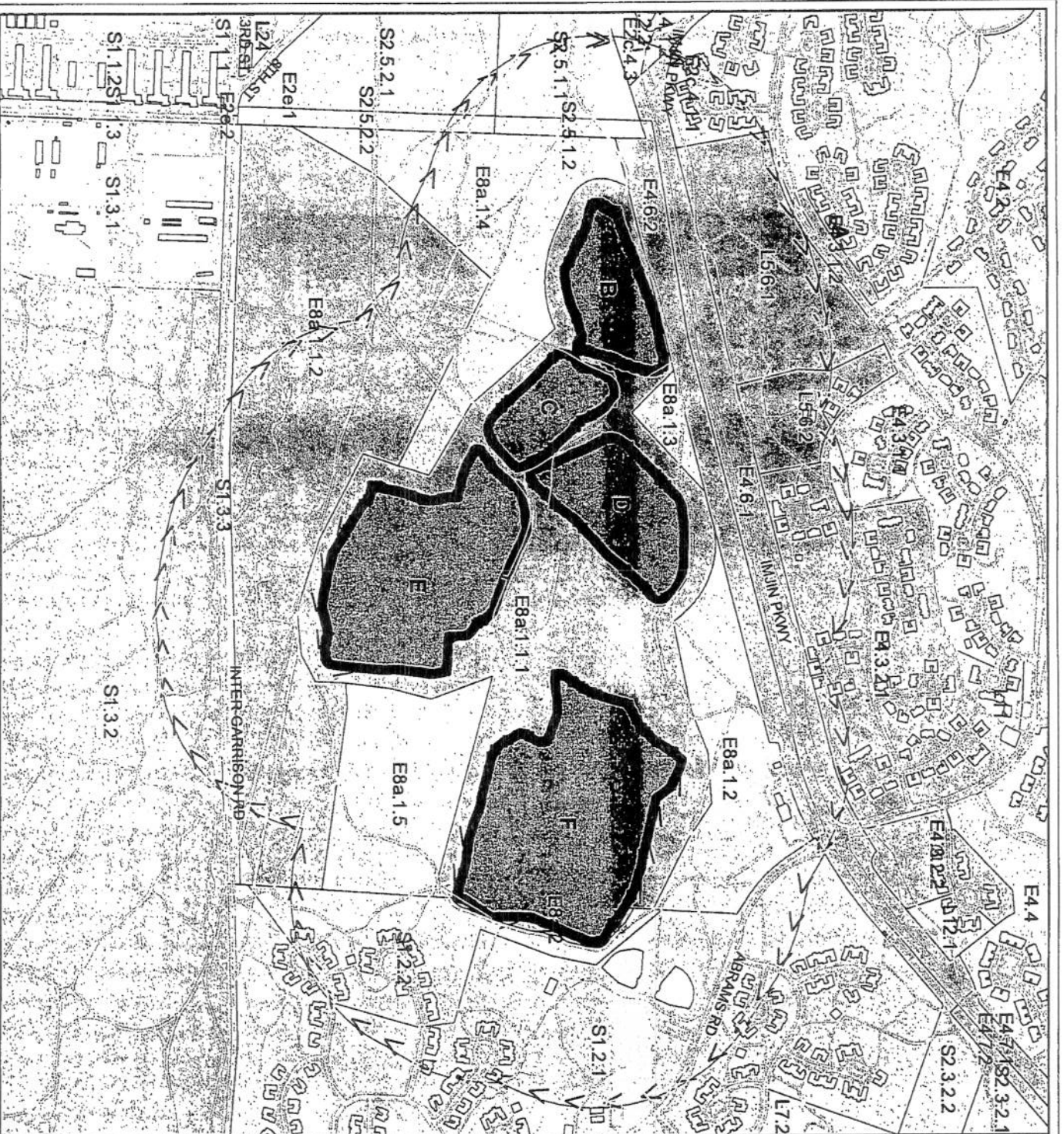


EXHIBIT B

OU-2 Landfill 1000 FT buffer



Facilities
Landfill Cells
1000 ft buffer

Road ROW

Transfer Status

- In Progress
- Not Started
- Retained
- Transferred



END OF DOCUMENT